

ARTICLE _____

AGENCY PERSONNEL POLICIES

All Employer written personnel policies, rules, procedures, regulation manuals, including departmental and divisional directives and procedures pertaining to employees represented by the Union will be made available to staff representatives and employees.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

CLASSIFICATION

X.1 Classification Plan Revisions

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

X.2 Position Review

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

B. The supervisor will then send the completed form to the local Human Resources Office. The supervisor will not unreasonably delay completing and sending the form. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification.

C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

D. The employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005 and to the Washington Personnel Resources Board after December 31, 2005 within thirty (30)

calendar days of being provided the written decision of the Director of the Department of Personnel. The appropriate board will render a decision which will be final and binding.

E. Employees will suffer no loss in pay for attending allocation appeal hearings that are scheduled during their work time. Employees will not be paid for attendance at hearings that are held outside their normal working hours, however, employee-requested schedule changes will be approved if necessary. The Employer is not responsible for paying the employee's travel and per diem expenses for attending allocation appeal hearings.

F. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the local Human Resources Office. Nothing precludes the employee from sending a copy of the request directly to the local Human Resources Office to be date stamped. The local Human Resources Office will not act upon the request until the signed copy is received from the employee's supervisor.

X.3 Effect of Reallocation:

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher level duties for at least twelve (12) months and has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement will apply. If the employee is appointed to the position, he or she must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.
2. If the employee does not have the skills and abilities required of the position, the layoff procedure specified in Article X, Layoff and Recall of this Agreement will apply.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain his or her existing appointment status and has the right to be placed on the agency's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article X, Layoff and Recall of this Agreement will apply.

X.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Reallocation to a Class With an Equal Salary Range Maximum

The employee retains his or her previous base salary.

C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving

TA

August 25, 2004 2:00 p.m.

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1 prior to the reallocation downward, until such time as the employee vacates the
2 position or his or her salary falls within the new salary range.

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4 **X.5** Decisions regarding appropriate classification will not be subject to the grievance
5 procedure specified in Article X of this Agreement.
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7
8

9
10 _____
11 Tina Peterson
12 Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

COMMUTE TRIP REDUCTION AND PARKING

X.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

X.2 Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.

X.3 The Employer may approve telework agreements consistent with agency policy as well as business and customer service needs.

X.4 During the term of this Agreement, agency administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of June 30, 2005.

X.5 The Department of General Administration will manage parking on the Capitol Campus in accordance with RCW 46.08.172.

Tina Peterson Date
Chief Spokesperson

Vince Oliveri Date
Chief Spokesperson

ARTICLE _____

COMPENSATION

X.1 Pay Range Assignments

A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.

C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in X.1, Sub-Section B and C, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.2 "SP" Pay Range Assignments

A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "SP" Range Salary Schedule – Effective July 1, 2001" as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the "SP" Range Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the "SP" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix C, attached.

C. Effective July 1, 2006 , all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%, as shown in Compensation Appendix D, attached. This State Salary Schedule will remain in effect for twelve (12) months.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in X.2, Sub-Section B and C, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.3 Classification Consolidation

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million dollars (\$5,000,000) general fund-state and an estimated two hundred and seventy-eight thousand dollars (\$278,000) in other funds to implement the initial phases of the Department of Personnel's Classification Consolidation Project.

X.4 Salary Survey to 25% of Prevailing Rate

A. The Employer will provide an estimated twenty million dollars (\$20,000,000) general fund-state and an estimated five million, five hundred and twenty-six thousand dollars (\$5,526,000) in other funds for the purpose of partial implementation of the 2002 salary survey as described below and listed in Appendix E.

B. Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate.

X.5 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Licensing Services Representatives – Temporary Assignment of Supervisory Duties

When an employee is assigned to perform all of the supervisory duties of an LSR 3 or LSR 4 for an entire work shift, the employee will be compensated at the appropriate supervisory rate for the work shift(s) worked. Where possible, such appointments will be rotated among qualified LSR 2 employees. This does not preclude LSR 2s from performing supervisory functions in a training mode for career development purposes.

X.6 Establishing Salaries for New Employees and New Classifications

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Compensation Appendices A, B, C and D attached.

B. In the event the Employer creates new classifications during the term of this agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

X.7 Periodic Increases

Employees will receive periodic increases as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with X.7, Sub-Section A, above.

X.8 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in X.8, Sub-Sections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

X.9 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

X.10 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

X.11 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

X.12 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

X.13 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon

elevation, an employee's salary will be determined in the same manner that is provided for promotion in X.8 above.

X.14 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

X.15 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible shift employees, overtime-eligible engineering employees and LSRs will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second work day preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

C. Emergency Schedule Changes – Department of Transportation

If the Employer makes an emergency schedule change as defined in Article X, Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary per occurrence in addition to all other compensation due.

X.16 Shift Premium

A. For purposes of this section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift employees are not entitled to shift premium unless:

a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.

3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:

1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined in sub-section B.2 above.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve into the amount of shift premium an employee would earn in a year if the hourly rules in sub-section B.2 of this section were applied.

E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this section, the overtime rate shall be calculated using the "regular rate".

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

X.17 Standby

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.

D. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

X.18 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing

budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

X.19 Salary Overpayment Recovery

A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:

1. The amount of the over payment
2. The basis for the claim
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

X.20 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. An employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The employer determines which positions qualify for the premium.

B. Classes approved for Assignment Pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices F and G to this agreement.

X.21 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

X.22 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

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September 16, 2004 6:00 pm

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X.23 Medical/Dental Expense Account

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Compensation Appendix A
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education Represented Employees

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.1, B)

Compensation Appendix B
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education Represented Employees

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.1, C)

Compensation Appendix C
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

“SP” Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.2, B)

Compensation Appendix D
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

“SP” Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.2, C)

Compensation Appendix E
State of Washington
Office of Financial Management

25% Salary Survey Implementation - General Government

The following classifications will receive pay increases necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

IFPTE - L17

<u>Job Class</u>	<u>Percent Change</u>
03011 COMP OPER AN 2	5.0
66060 TRANSP TECH 1	2.5
66080 TRANSP TECH 2	2.5
66100 TRANSP TECH 3	2.5
66120 TRANSP ENG 1	2.5
66140 TRANSP ENG 2	2.5
66160 TRANSP ENG 3	2.5
66180 TRANSP ENG 4	2.5
67800 TRAN PLAN TECH 1	2.5
67810 TRAN PLAN TECH 2	2.5
67820 TRAN PLAN TECH 3	2.5
67830 TRAN PLAN SPEC 1	2.5
67840 TRAN PLAN SPEC 2	2.5
67850 TRAN PLAN SPEC 3	2.5
67860 TRAN PLAN SPEC 4	2.5
69010 AVLCH CONTR TECH	7.5
69020 AVLCH CONTR SUPR	7.5

9/17/2004

Classifications listed in this Appendix reflect the matching of classifications listed in the Department of Personnel's 2002 Salary Survey, and the classification data that agencies provided in the OFM Compensation Impact Model Agency Interface

Compensation Appendix F

ASSIGNMENT PAY

Updated June 2004

Following is a list of classes for which assignment pay (AP) has been approved by the WPRB in accordance with WAC 356-15-125. AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

Class Title	Class Code	Premium	Reference#
<u>GROUP A</u>			
Aircraft Pilot 1	73480	4 ranges	<u>7</u>
Aircraft Pilot 2	73500	4 ranges	<u>7</u>
Assistant State Auditor 3	13540	4 ranges	<u>33</u>
Assistant State Auditor 4	13560	4 ranges	<u>33</u>
Bridge Engineer 1	66400	4 ranges	<u>22</u>
Bridge Engineer 2	66410	4 ranges	<u>22</u>
Bridge Engineer 3	66420	4 ranges	<u>22</u>
Bridge Engineer 4	66430	4 ranges	<u>22</u>
Bridge Engineer 5	66440	4 ranges	<u>22</u>
Bridge Engineer 7	66451	4 ranges	<u>22</u>
Bridge Engineer Supervisor 1	66450	4 ranges	<u>22</u>
Bridge Technician 1	66380	4 ranges	<u>22</u>
Bridge Technician 2	66385	4 ranges	<u>22</u>
Carpenter	70150	2 ranges	<u>31</u>
Construction and Maintenance Superintendent 1	70600	2 ranges	<u>31</u>
Construction and Maintenance Supervisor	70550	2 ranges	<u>31</u>
Correctional Officer 2	39050	See Ref.	<u>23</u>

Compensation Appendix F

Correctional Sergeant	39070	See Ref.	<u>23</u>
Custodian	83190	4 ranges	<u>9</u>
Equipment Operator A	71180	4 ranges	<u>12</u>
Equipment Operator B	71190	4 ranges	<u>12</u>
Ferry Operator Assistant	71820	See Ref.	<u>5</u>
Fish & Wildlife Officer 1	41140	4 ranges	<u>7</u>
Fish & Wildlife Officer 2	41141	4 ranges	<u>7</u>
Fish & Wildlife Officer 3	41142	4 ranges	<u>7</u>
Fish & Wildlife Sergeant	41143	4 ranges	<u>7</u>
General Repairer	70090	2 ranges	<u>31</u>
Liquor Store Clerk	06280	.2 hrs/day	<u>13</u>
Liquor Store Manager 1	06360	2 ranges	<u>15</u>
Liquor Store Manager 2	06400	2 ranges	<u>15</u>
Maintenance Technician 1	71070	See Ref.	<u>5, 16, 22, 36</u>
Maintenance Technician 2	71090	See Ref.	<u>5, 16, 22, 36</u>
Maintenance Technician 3	71110	See Ref.	<u>5, 22</u>
Maintenance Lead Technician	71150	See Ref.	<u>5, 22</u>
Maintenance Technician 1, Bridge	71340	See Ref.	<u>5, 21, 22</u>
Maintenance Technician 2, Bridge	71360	See Ref.	<u>5, 21, 22</u>
Maintenance Lead Technician, Bridge	71380	See Ref.	<u>5, 21, 22</u>
Maintenance Specialist	71250	See Ref.	<u>5</u>
Maintenance Supervisor, Bridge	71400	See Ref.	<u>21, 22</u>
Mental Health Technician 1	56650	2 ranges	<u>11</u>
Mental Health Technician 2	56670	2 ranges	<u>11</u>
Mental Health Technician 3	56690	2 ranges	<u>11</u>
PBX Chief Operator	02160	2 ranges	<u>4</u>
Psychiatric Security Attendant	56560	2 ranges	<u>11</u>

Compensation Appendix F

Rest Area Attendant	83140	4 ranges	<u>36</u>
Revenue Auditor 1	15280	4 ranges	<u>10</u>
Revenue Auditor 2	15300	4 ranges	<u>10</u>
Revenue Auditor 3	15320	4 ranges	<u>10</u>
Revenue Auditor 4	15330	See Ref.	<u>10, 30</u>
Security Guard 2	83602	4 ranges	<u>34</u>
Security Guard 3	83620	4 ranges	<u>34</u>
Sign Installation Specialist 1	71231	See Ref.	<u>5</u>
Sign Installation Specialist 2	71232	See Ref.	<u>5</u>
Trades Helper	70070	2 ranges	<u>31</u>
Transportation Engineer 1	66120	4 ranges	<u>14</u>
Transportation Engineer 2	66140	See Ref.	<u>14, 22</u>
Transportation Engineer 3	66160	See Ref.	<u>14, 22</u>
Transportation Engineer 4	66180	4 ranges	<u>22</u>
Transportation Engineer 5	66200	4 ranges	<u>22</u>
Transportation Technician 1	66060	See Ref.	<u>14, 22</u>
Transportation Technician 2	66080	See Ref.	<u>14, 22</u>
Transportation Technician 3	66100	See Ref.	<u>14, 22</u>
Truck Driver 1	73100	4 ranges	<u>12</u>
Truck Driver 2	73120	4 ranges	<u>12</u>
Warehouse Worker 1	77700	\$10.00/month	<u>2</u>

Class Title	Class Code	Premium	Reference#
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GROUP B

Asbestos Workers (Certified)	4 ranges	<u>20</u>
Clerical Crime Lab Support (WSP)	2 ranges	<u>25</u>

Compensation Appendix F

CSR Team and SIR Team (WSP)	3 percent	<u>27</u>
Dual Language Requirement	2 ranges	<u>18</u>
Drive Kenworth Truck (SOS)	4 ranges	<u>8</u>
Patient Transport (DSHS)	4 ranges	<u>17</u>
Patient Resident Supervision (DSHS)	2 ranges	<u>1</u>
Pesticide Sprayers (DOT)	4 ranges	<u>16</u>
Resident Transportation (DVA)	Trk.Dr. Rate	<u>19</u>
SCUBA Diving Requirement	\$7.50/hour	<u>3</u>
Emergency Spill Response Team (ECOL)	See Ref.	<u>24</u>

REFERENCE #1: For supervision, training, and counseling of mentally retarded residents or mental patients or Juvenile Rehabilitation Institution Residents. Basic salary range plus two ranges. (Eff. 7/69; Rev. 7/78, 12/78, 10/79, 4/98, 1/02)

REFERENCE #2: For full-time assignment to forklift operations. Basic salary range plus \$10.00 a month shall be paid to employees in this class. (Eff. 7/69)

REFERENCE #3: For required SCUBA diving. Basic salary range plus \$7.50 per diving hour to employees in any class but Master Diver (92900). (Eff. 7/69; Rev. 7/78)

REFERENCE #4: For (a) Department of Information Services' PBX Operators who are responsible for computerized conference call bridging, statewide service intercept, and introduction and testing to evaluate the usefulness of latest PBX equipment: (b) direct supervisory responsibility over PBX Security Communications Operators. Basic salary range plus two ranges. (Rev. 3/70, 7/78, 10/79, 9/91, 11/91)

REFERENCE #5: For assigned operation of highway equipment rated above the employee's classification. Basic salary range plus the hourly difference between the top step of the Maintenance Technician 3 class and the top step of the salary range representing a four-range increase over the Maintenance Technician 3 class. Employees operating this equipment shall be paid for actual operations that continue for at least one hour. Equipment operation that lasts for less than one continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate. (Eff. 7/75; Rev 7/78, 10/79, 1/91)

REFERENCE #6: Applicable only to the Military Department, Emergency Management Division. Employees assigned as duty officers outside of their regular work shift will receive an hourly salary of \$8.50. (Eff. 12/93)

REFERENCE #7: Within the Department of Fish and Wildlife only. Combines with base salary as total pay for 171-hour, 28-day work period. See 356-15-030(4)(D). (Eff. 12/85; Rev. 12/89; 12/97)

Compensation Appendix F

REFERENCE #8: Payable to the staff of the Office of the Secretary of State in classification below Truck Driver 2 salary range when they are qualified to operate, and are assigned to drive the Kenworth truck, GVW 29,700 lbs., (or its equivalent). The employees shall receive basic salary plus four ranges, on a step-for-step basis, up to but not exceeding the Truck Driver 2 pay range. AP to be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment. (Eff. 10/96; Rev. 11/96)

REFERENCE #9: For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus two ranges. Basic salary range plus two ranges will be paid to designated working supervisor of floor crew. (Rev. 10/79, 1/01, 9/01)

REFERENCE #10: Basic salary range plus four ranges shall be paid to Department of Revenue employees in Revenue Auditor classifications which are permanently assigned to maintain an office at an out-of-state location or are on a one-year roving assignment out-of-state. (Eff. 7/69)

REFERENCE #11: For successful completion of the Department of Social and Health Services approved core curriculum which consists of 45 college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus two ranges. (Eff. 7/82; Rev 11/86, 7/90, 1/01)

REFERENCE #12: Employees assigned to operate equipment above this level shall be compensated four ranges above their base rate, and shall be credited with a minimum of four hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84)

REFERENCE #13: In addition to pay for all hours worked, 0.2 hours pay for each day the employee is in charge of the store for the last two hours of operation or for opening the store alone. (Eff. 7/84; Rev. 11/97)

REFERENCE #14: For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall 30 feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus four ranges. (Eff. 11/85)

REFERENCE #15: Basic salary range plus two ranges for each full day an employee is formally assigned to train one or more Liquor Store Managers from other stores. (Eff. 11/85)

REFERENCE #16: For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between the top step of the Maintenance Technician 3 class and the top step of the salary range representing a four-range increase over the Maintenance Technician 3 class. Employees who are responsible for actual mixing, record keeping, and praying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one hour. Mixing, record keeping, and application of pesticides that last for less than one hour shall not qualify employees for assignment pay. (Eff. 1/89; Rev. 2/00)

REFERENCE #17: Payable to DSHS staff in classification below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary range plus four ranges. If the first step of the range for the equipment exceeds the four range AP, then the first step shall be paid. Payable for the greater of actual operating time or two hours. Applicable only to the Department of Social and Health Services. (Eff. 3/89; Rev. 4/94)

Compensation Appendix F

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two additional ranges. (Rev. 5/92)

REFERENCE #19: For Veterans' Affairs personnel while assigned to drive buses listed in the specifications for Truck Driver 1, 2, or 3, four additional ranges, not to exceed the top of the range for the appropriate class nor to be less than the first step of that range. To be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment. (Eff. 5/89)

REFERENCE #20: Basic salary plus four ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator. (Eff. 5/89)

REFERENCE #21: Basic salary plus four ranges for a minimum of four hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc. (Eff. 7/89)

REFERENCE #22: Basic salary plus four ranges for a minimum of four hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck. (Eff. 2/91; Rev. 10/97, 3/02)

REFERENCE #23: Correctional Officers within the Department of Corrections, Division of Prisons, who operate either Class B Equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range, on a step-for-step basis, as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Correctional Sergeants who operate either Class B equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range on a step-for-step basis as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours operating the equipment. Operating equipment is defined as loading, unloading, maintaining and driving the equipment. (Eff. 9/92)

REFERENCE #24: Part A - Within the Department of Ecology, basic salary range plus four ranges to designated employees permanently assigned to the Emergency Spill Response Team. **Part B** - Within the Department of Ecology, \$300.00 for each assigned week of duty to designated employees not permanently assigned to the Emergency Spill Response Team. (Eff. 10/00)

REFERENCE #25: Basic salary plus two additional ranges for crime lab support staff performing evidence handling activities. (Eff. 9/91)

REFERENCE #26: While driving fish-hauling trucks off station to transport fish or to deliver truck for authorized maintenance, the employee shall advance to the same letter step in the range for: Truck Driver 1 for trucks rated at or exceeding 22,000 pounds G.V.W., (or a 3/4 ton truck or 1 ton truck or larger in combination with a trailer/tank at or exceeding 22,000 pounds G.V.W.); Truck Driver 2, if the truck exceeds 28,000 pounds G.V.W. The advanced pay level shall be for a one hour minimum and thereafter on an hour-for-hour basis for all hours for which the vehicle is assigned. (Eff. 1/91; Rev. 9/91)

Compensation Appendix F

REFERENCE #27: Assignment pay in the amount of three percent of the employee's current monthly salary shall be paid to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team. (Eff. 5/94; Rev. 6/98)

REFERENCE #29: Upon review and approval from the Department of Personnel, up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used. (Eff. 5/01)

REFERENCE #30: Basic salary range plus two ranges shall be paid to Department of Revenue employees permanently assigned to the Computer Assisted Audit Program Unit and are responsible for the retrieval and analysis of electronic data in addition to the development of statistical sampling plans and the evaluations of results. (Eff. 3/01)

REFERENCE #31: For each day the employee is assigned specific duties performing exterior sandstone maintenance which requires the use of scaffolding or safety harnesses above the first floor. Basic salary plus two ranges. (Eff. 9/01)

REFERENCE #32: Within the Department of Corrections, for employees located at McNeil Island Corrections Center, who are fully trained and qualified, assignment pay will be paid when performing fuel oil transfer duties at the McNeil Island Oil Transfer Facility. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours while actually performing all relevant fuel oil transfer duties. These duties include: maintenance of all tanks and affiliated systems, daily measurements of stock fuel levels, the transfer of fuel from bulk storage tanks to oil tankers, and relevant training. Basic salary range plus four ranges. (Eff. 9/01, Rev. 11/01)

REFERENCE #33: Basic salary range plus four ranges shall be paid to State Auditor's Office employees permanently assigned to the State Technology Audit Team or the Local Government Technology Audit Team and who are responsible for highly complex information technology audits and reviews conducted to determine the following: integrity, confidentiality, availability and auditability of data; adequacy of internal controls; and comprehensive vulnerability assessment. Employees in these positions make recommendations to address the identified risks and provide consultation regarding systems under development. (Eff. 7/02)

REFERENCE #34: Basic salary range plus four ranges shall be paid to Washington Military Department employees that are qualified and required to carry a firearm while on duty. (Eff. 7/02)

REFERENCE #35: Basic salary plus two ranges for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission. (Eff. 9/03)

Note: The current Racing Steward incumbents' have Y-rated salaries. These employees will not be eligible to receive this assignment pay as long as their Y-rated salaries exceed the base salary of the Racing Steward plus two ranges.

REFERENCE #36: Basic salary range plus four ranges while performing back flow valve testing. (Eff. 5/03)

Compensation Appendix F

GROUP C ASSIGNMENT PAY REPORT					
Assignment Pay Reference #29 allows the Department of Personnel to authorize an increase to positions located where the cost of living impacts the agency's ability to recruit and/or retain employees.					
Agency/	Class Code	Class Title	Number of Positions	Location	Approved Increase
ATTORNEY GENERAL					
	10800	Legal Secretary 1	21	Seattle	4 ranges
	01820	Legal Secretary 2	27	Seattle	4 ranges
	01821	Legal Secretary 3	10	Seattle	4 ranges
DEPT. OF CORRECTIONS					
	5367S	Pharmacist	8	Statewide	10 ranges
	5368S	Pharmacist Supervisor	7	Statewide	10 ranges
DEPT. OF LABOR AND INDUSTRIES					
	10800	Legal Secretary 1	5	Seattle	4 ranges
	01820	Legal Secretary 2	3	Seattle	4 ranges
	01821	Legal Secretary 3	1	Seattle	4 ranges
DEPT. OF SOCIAL AND HEALTH SERVICES					
	70200	Plumber	2	Fircrest School	7 ranges
	70250	Steamfitter	1	Fircrest School	7 ranges
	70370	Electrician	2	Fircrest School	11 ranges
	72950	Electronics Technician	1	Fircrest School	7 ranges
	75120	Stationary Engineer 2	7	Fircrest School	7 ranges
	75140	Stationary Engineer 3	1	Fircrest School	7 ranges
	75570	Plant Mechanic Supervisor	1	Fircrest School	7 ranges
	5367S	Pharmacist	5	Statewide	10 ranges
	5373S	Pharmacist, Clinical	22	Statewide	10 ranges
	5368S	Pharmacist Supervisor	1	Statewide	10 ranges
DEPT. OF TRANSPORTATION					
	71070	Maintenance Tech. 1	2	Northwest Region	4 ranges
	71090	Maintenance Tech. 2	10	Northwest Region	4 ranges
	71110	Maintenance Tech. 3	6	Northwest Region	2 ranges
	71150	Maintenance Lead Tech.	4	Northwest Region	2 ranges
	71170	Maintenance Supervisor	3	Northwest Region	4 ranges
	71231	Sign Instal. Supervisor 1	2	Northwest Region	6 ranges
	71232	Sign Instal. Supervisor 2	1	Northwest Region	2 ranges
	66160	Transportation Engineer 3	2	Seattle	4 ranges
	71300	Bridge Tender	4	Everett	1 range
	71400	Maintenance Supervisor,	1	Everett	4 ranges

Compensation Appendix F

		Bridge				
	71070	Maintenance Tech. 1	3	Everett	2 ranges	
	71340	Maintenance Tech. 1, Bridge	1	Everett	2 ranges	
	71360	Maintenance Tech. 2, Bridge	7	Everett	2 ranges	
	71380	Maintenance Lead Tech., Bridge	2	Everett	4 ranges	
	71300	Bridge Tender	11	Bellevue	2 ranges	
	71340	Maintenance Tech. 1, Bridge	10	Bellevue	4 ranges	
	71360	Maintenance Tech. 2, Bridge	12	Bellevue	4 ranges	
	71380	Maintenance Lead Tech., Bridge	6	Bellevue	4 ranges	
	71420	Maint. Sup., Float Bridge	2	Bellevue	4 ranges	
	12030	Fiscal Technician	3	Bellevue	4 ranges	
	01024	Secretary Supervisor	2	Bellevue	4 ranges	
	71070	Maintenance Tech. 1	11	Bellevue	4 ranges	
	71090	Maintenance Tech. 2	30	Bellevue	4 ranges	
	71110	Maintenance Tech. 3	5	Bellevue	2 ranges	
	71150	Maintenance Lead Tech.	15	Bellevue	2 ranges	
	71170	Maintenance Supervisor	4	Bellevue	4 ranges	
	71250	Maintenance Spec., Tr	6	Bellevue	2 ranges	
	71270	Tunnel Maint., Sup.	1	Bellevue	4 ranges	
	61870	Right of Way Agent 2	1	Headquarters	2 ranges	
	61800	Right of Way Agent 3	6	Headquarters	4 ranges	
	61890	Right of Way Agent 4	13	Headquarters	3 ranges	
	61870	Right of Way Agent 2	1	Olympic Region	2 ranges	
	61800	Right of Way Agent 3	18	Olympic Region	4 ranges	
	61890	Right of Way Agent 4	6	Olympic Region	3 ranges	
	61860	Right of Way Agent 1	9	Northwest Region	1 range	
	61870	Right of Way Agent 2	20	Northwest Region	2 ranges	
	61800	Right of Way Agent 3	18	Northwest Region	4 ranges	
	61890	Right of Way Agent 4	12	Northwest Region	3 ranges	
	71090	Maintenance Tech. 2	6	Northwest Region	4 ranges	
	61800	Right of Way Agent 3	6	Pierce/Thurston Co	4 ranges	
	61890	Right of Way Agent 4	2	Pierce/Thurston Co	3 ranges	
	71150	Maintenance Lead Tech	2	Northwest Region	2 ranges	
	71231	Sign Instal Specialist 1	1	Northwest Region	1 range	
			412			
Updated: 3/17/04						

Compensation Appendix F

Compensation Appendix G

SPECIAL PAY RANGES AND NOTES

SPECIAL PAY RANGES

WAC 356-15-130 states that these ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes..

“E” RANGE: This range is used for classes having a prevailing pay range which is shorter than a standard range. An “E” range is a standard range with the first four steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

Article _____ Developmental Advancement

X.1. For the Department of Transportation, Transportation Technician 1 and Transportation Technician 2 will be granted developmental advancement after completing time in grade, the required training courses and passing a promotional examination.

Note: It is also agreed that this language maybe added to an appropriate article at a later date.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

July 16, 2004 3:00 pm

Page 1 of 2

ARTICLE _____

DISCIPLINE

X.1 Employers will not discipline any permanent employee without just cause.

X.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges.

X.3 All agency policies regarding investigatory procedures related to alleged employee misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.

Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

The role of the representative is to provide assistance and counsel to the employee and cooperate with the investigation, rather than serve as adversary to the investigator. The exercise of rights in this Article must not interfere with the Employer's right and authority to conduct the investigation.

X.4 Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee in writing of the reasons for the contemplated discipline and an explanation of the evidence. The Employer will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers.

Tentative Agreement

July 16, 2004 3:00 pm

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X.5 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article X. If grieved, the effective date of the discipline will be considered the occurrence giving rise to the grievance. Oral and written reprimands, however, may only be processed through the agency head step of the grievance procedure.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

DRUG AND ALCOHOL FREE WORKPLACE

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

X.2 Possession of Alcohol and Illegal Drugs

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when the premises are considered residences.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

X.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

X.4 Drug and Alcohol Testing – Safety Sensitive Functions

A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with current agency policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing shall be conducted in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms.

X.5 Reasonable Suspicion Testing

A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the reasonable suspicion.

B. Referral – Referral for testing will be made on the basis of specific objective grounds documented by a supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol.

C. Testing – When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, as outlined in Article X – Discipline, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free workplace rules.

X.6 Training

Training will be made available to all managers and supervisors. The training will include:

- A. The elements of the Employers Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and
- D. Rehabilitation services available.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

DUES DEDUCTION

X.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees and dues required to be a member of the Union.

X.2 Agency Shop

Bargaining units with agency shop provisions in place before July 1, 2004, will continue to be entitled to that benefit.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and agency shop requirements, where an agency shop exists as a condition of employment. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

1 D. If an employee fails to meet the agency shop provision outlined above, the Union will
2 notify the Employer and inform the employee that his or her employment will be
3 terminated.

4
5
6 **X.3 Maintenance of Membership – WSP CO Bargaining Unit only**

7 A. An employee in the WSP Communications Officer bargaining unit that is a member
8 on July 1, 2005, will, as a condition of continued employment, continue to pay union
9 dues for the life of this Agreement.

10
11 B. Maintenance of membership employees may satisfy their maintenance of membership
12 requirements as outlined in X.2, Sub-Sections A through B above.

13
14 C. If an employee fails to meet the maintenance of membership provision, the Union
15 will notify the Employer and inform the employee that his or her employment will be
16 terminated.

17
18 **X.4 Union Security – WSP CO Bargaining Unit only**

19 A. An employee in the WSP Communications Officer bargaining unit who is hired after
20 July 1, 2005 and covered by this Agreement, will as a condition of employment, be
21 required to become a union member.

22
23 B. Union security employees may satisfy their union security requirements as outlined in
24 X.2, Sub-Sections A through B above.

25
26 C. The Employer will inform new, transferred, promoted, or demoted employees prior to
27 appointment into positions included in the WSP Communications Officer bargaining
28 unit of the Union's exclusive recognition and the union security provision.

29
30 D. If an employee fails to meet the union security provision, the Union will notify the
31 Employer and inform the employee that his or her employment will be terminated.

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated.

The Employer will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

Vince Oliveri **Date**
Chief Spokesperson

ARTICLE _____

EMPLOYEE ASSISTANCE PROGRAM

X.1 The Employee Advisory Service within the Department of Personnel is responsible for the employee assistance program. Individual employees' participation in the employee assistance program and all individually identifiable information gathered in the process of conducting the program shall be held in strict confidence; except the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

A. Whether or not the referred employee made an appointment;

B. The date and time the employee arrived and departed;

C. Whether the employee agreed to follow the advice of counselors; and

D. Whether further appointments were scheduled.

Participation or non-participation by any employee in the employee assistance program shall not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights.

However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

ENTIRE AGREEMENT

X.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this agreement.

X.2 With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

FAMILY AND MEDICAL LEAVE

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the

twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding compensatory time) for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the FMLA.

X.5 A. Parental leave shall be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in Article X.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

X.6 Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA shall be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

- 1
- 2 X.7 Personal medical leave or serious health condition leave covered by the FMLA may be
- 3 taken intermittently when certified as medically necessary.
- 4
- 5 X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee
- 6 may be required to provide a fitness for duty certificate from a health care provider.
- 7
- 8 X.9 An employee returning from FMLA leave will have return rights in accordance with
- 9 FMLA.
- 10
- 11 X.10 The employee shall provide the Employer with not less than thirty (30) days' notice
- 12 before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30)
- 13 days in advance, then the employee shall provide such notice when feasible.
- 14
- 15
- 16
- 17

18

19 _____

20 Tina Peterson Date

21 Chief Spokesperson

Vince Oliveri Date

Chief Spokesperson

ARTICLE _____

GRIEVANCE PROCEDURE

X.1 The purpose of this article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

X.2 **Terms and Requirements**

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a misapplication, misinterpretation, or violation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

1 D. Failure to Meet Timelines

2 The parties will abide by the timelines unless an extension of time is agreed to in
3 writing. Failure by the Union to comply with the timelines will result in the
4 automatic withdrawal of the grievance. Failure by the Employer to comply with the
5 timelines will entitle the Union to move the grievance to the next step of the
6 procedure.

7
8 E. Contents

9 The written grievance must be filed on a Grievance Form and must include the
10 following information or it will not be processed:

- 11 1. The nature of the grievance;
- 12 2. The facts upon which it is based;
- 13 3. The specific article and section of the Agreement violated;
- 14 4. The specific remedy requested;
- 15 5. The name of the grievant; and
- 16 6. The name and signature of the union steward or staff representative.

17
18 F. Modifications

19 No newly alleged violations may be made after the initial written grievance is filed,
20 except by written mutual agreement.

21
22 G. Resolution

23 If the Employer provides the requested remedy or a mutually agreed-upon alternative,
24 the grievance will be considered resolved and may not be moved to the next step.

25
26 H. Withdrawal

27 A grievance may be withdrawn at any time.

28
29 I. Resubmission

30 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

1 J. Pay

2 Union stewards will be provided a reasonable amount of time during their normal
3 working hours to investigate and process grievances through the agency head step of
4 the grievance procedure within the union steward's office, facility, or geographic
5 jurisdiction with in their bargaining unit.

6
7 Grievants will be provided a reasonable amount of time during their normal working
8 hours to meet with the union steward and/or staff representative to process a
9 grievance and to prepare for meetings with the Employer. The grievant will obtain
10 approval from his or her supervisor before attending a meeting. Notification will
11 include the approximate amount of time the grievant expects the activity to take. Any
12 agency business requiring the employee's immediate attention will be completed
13 prior to attending the meeting. Attendance at meetings during the grievant's non-
14 work hours will not be considered as time worked and no overtime will be authorized.
15 Grievants may not use state vehicles to travel to and from a work site in order to
16 prepare or process a grievance, unless authorized by the agency.

17
18 Grievants and union stewards will suffer no loss in pay for attending meetings with
19 the Employer that are scheduled during their work time. Such meetings include
20 informal attempts to resolve a potential grievance; the meetings required at each step
21 of the grievance process; and arbitration hearings.

22
23 Grievants and union stewards will not be paid for the meetings with the Employer
24 specified above which are held outside their normal working hours. However,
25 employee-requested schedule changes will be approved to accommodate grievance
26 meetings with the Employer and arbitration hearings.

27
28
29 K. Group Grievances

30 No more than five (5) grievants will be permitted to attend a single grievance
31 meeting, through arbitration.

L. Consolidation

The parties may agree to consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

X.2 **Filing and Processing**

A. Filing

A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The employee may first discuss the issue with the immediate supervisor in an attempt to informally resolve the issue. The employee may elect to have a union steward present.

Even when informal discussions occur, the written grievance must be filed no later than the twenty-one (21) days described above, unless the parties agree in writing to extend the timelines.

B. Processing

Step 1. If the issue is not resolved informally, the Union may present a written grievance to the employee's supervisor or designee with a copy to the agency's Human Resources Office, within the twenty-one (21) day period described above. The responsible supervisor, manager or designee will meet or confer by telephone

1 with a union steward and/or staff representative, and the grievant within fifteen
2 (15) days of receipt of the grievance, and will respond in writing to the Union
3 within fifteen (15) days after the meeting.
4

5 Note: The Department of Transportation will bypass Step 1.
6

7 Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next
8 step by filing it with the appointing authority, with a copy to the agency's Human
9 Resources Office, within fifteen (15) days of the Union's receipt of the Step 1
10 decision. The appointing authority or designee will meet or confer by telephone
11 with a union steward and/or staff representative, and the grievant within fifteen
12 (15) days of receipt of the appeal and will respond in writing to the Union within
13 fifteen (15) days after the meeting.
14

15 Step 3. If the grievance is not resolved at Step 2, the Union may move it to the next
16 step by filing it with the agency head, with a copy to the agency's Human
17 Resources Office, within fifteen (15) days of the Union's receipt of the Step 2
18 decision. The agency head or designee will meet or confer by telephone with a
19 union steward and/or staff representative, and the grievant within fifteen (15) days
20 of receipt of the appeal, and will respond in writing to the Union within fifteen
21 (15) days after the meeting.
22

23 Note: If the agency head is the only appointing authority for the agency, Step 3
24 will be bypassed.
25

26 Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for
27 arbitration (with a copy of the grievance and all responses attached). It will be
28 filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the
29 agency's Human Resources Office within fifteen (15) days of receipt of the Step 3
30 decision. Within 15 days of the receipt of the arbitration demand, the OFM/LRO
31 will either:

- 1
- 2 1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, an
- 3 agency representative, and the Union's staff representative to review and attempt to settle
- 4 the dispute. If the matter is not resolved in this pre-arbitration review, within 15 days of
- 5 the meeting, the Union may file a demand to arbitrate the dispute with the American
- 6 Arbitration Association (AAA).

7

8 OR

- 9 2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled.
- 10 Within 15 days of receipt of this notice, the Union may file a demand to arbitrate the
- 11 matter with the AAA.

12

13 C. Selecting an Arbitrator

14 The parties will select an arbitrator by mutual agreement or by alternately striking

15 names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA

16 unless they agree otherwise in writing.

17

18 D. Authority of the Arbitrator

- 19 1. The arbitrator will:
- 20 a. Have no authority to add to, subtract from, or modify any of the provisions of
- 21 this Agreement;
- 22
- 23 b. Be limited in his or her decision to the grievance issue(s) set forth in the
- 24 original written grievance unless the parties agree to modify it;
- 25
- 26 c. Not make any decision that would result in the violation of this Agreement;
- 27
- 28 d. Not make any award that provides an employee with compensation greater
- 29 than would have resulted had there been no violation of this Agreement;
- 30

e. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the

TA

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1 testimony given is related to his or her job function or involves matters he or she has
2 witnessed and is relevant to the arbitration case. Every effort will be made to avoid the
3 presentation of repetitive witnesses. The Union is responsible for paying any travel and
4 per diem expenses for its witnesses, the grievant and union steward.

5
6
7
8
9 Tina Peterson
10 Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE ____

HIRING AND APPOINTMENTS

X.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

X.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article X of this Agreement and are confined to each individual agency.

X.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

X.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

X.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.

X.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.

X.7 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

X.8 Types of Appointment

A. Permanent

When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

2. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
3. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
4. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to (3) affirmative action candidates to the names certified for the position.

- 1
- 2 5. When recruiting for multiple positions, the agency may add an additional five (5)
- 3 agency candidates and five (5) other candidates to the certified list for each additional
- 4 position.
- 5

6 B. Non-Permanent

- 7 1. The Employer may make non-permanent appointments to fill in for the absence of a
- 8 permanent employee, during a workload peak, while recruitment is being conducted,
- 9 or to reduce the possible effects of a layoff. Non-permanent appointments will not
- 10 exceed twelve (12) months except when filling in for the absence of a permanent
-
- 11 employee. A non-permanent appointee must have the skills and abilities required for
- 12 the position.
- 13

- 14 2. The Employer may convert a non-permanent appointment to a permanent
- 15 appointment, when the non-permanent employee is in an entry-level position. DOT
- 16 may also convert Transportation Technician 2s, and Transportation Planning
- 17 Technician 2s. The converted employee will serve a probationary or trial service
- 18 period. The Employer must follow X.9 DOL and WSP Transfers or appoint an
- 19 internal layoff candidate, if one exists, before converting an employee from a non-
- 20 permanent appointment to a permanent appointment.
- 21

- 22 3. A permanent employee that accepts a non-permanent appointment within his or her
- 23 agency will have the right to return to a position in the permanent classification he or
- 24 she left at the completion of the non-permanent appointment; provided, that the
- 25 employee has not left their original non-permanent appointment.
- 26

- 27 4. An employee with permanent status may accept a non-permanent appointment to
- 28 another agency. At least fourteen (14) calendar days prior to accepting the
- 29 appointment, the employee must notify his or her current appointing authority of the
- 30 intent to accept a non-permanent appointment. Upon notification of the employee's
- 31 intent, the employee's permanent agency will notify the employee, in writing, of any

return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

5. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee.

C. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice to the employee.

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss a proposed in-training series at a Labor/Management Communication Committee meeting prior to implementation.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1)

working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsections X.10.B.3 and X.10.B.4 of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.

6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

E. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

1 a. promote to another job classification within the project; or

2
3 b. transfer or voluntarily demote within the project to another job classification
4 in which they have not attained permanent status.

5
6 3. The Employer may consider project employees with permanent project status for
7 transfer, voluntary demotion, or promotion to non-project positions. Employees will
8 serve a trial service period upon transfer, voluntary demotion, or promotion to a non-
9 project position in a job classification that the employees have not previously attained
10 permanent status in.

11
12 4. When the Employer converts a project appointment into a permanent appointment,
13 the employee will serve a probationary or trial service period.

14
15 5. The layoff and recall rights of project employees will be in accordance with the
16 provisions in Article X, Layoff and Recall.

17
18 F. Seasonal Career Employment

19 1. The Employer may make seasonal career appointments that are cyclical in nature,
20 recur at the same agency at approximately the same time each year, and last for a
21 minimum of five (5) months but are less than twelve (12) months in duration during
22 any consecutive twelve (12) month period.

23
24 2. Upon completion of a twelve (12) month probationary period completed in
25 consecutive seasons at the same agency, employees in seasonal career
26 employment will assume the rights of employees with permanent status.

27
28 3. The layoff and recall rights of seasonal career employees will be in accordance
29 with the provisions in Article X, Layoff and Recall.

1 G None of the provisions in Section X.8 are subject to the grievance procedure in
2 Article X.

3
4 **X.9 DOL and WSP Transfers**

5 **A. DOL – Licensing Service Representatives 1 & 2**

6 This section applies only to permanent status Licensing Service Representatives 1 &
7 2 at the Department of Licensing. This section does not apply to the filling of non-
8 permanent or project positions.

9
10 For purposes of this section, seniority is defined per Article X, Seniority.

11
12 When a permanent full-time or part-time vacancy occurs and the Employer decides to
13 fill the vacancy, the following process will occur:

- 14
15
16 1. If there are different work shifts within an office, the vacant work shift will be
17 offered to the remaining staff by seniority within the office. Permanent part-time
18 employees may not bid on a full-time work shift. However, they may apply for a
19 full-time vacancy as a transfer applicant.
- 20
21 2. The notice for the vacancy with location, days, office hours and the cut-off date
22 for application is electronically posted statewide. Applicants responding are
23 accepting the location, days, and office hours posted.
- 24
25 3. The supervisor of the vacant position is given the names of the three (3) most
26 senior transfer applicants unless one of the following conditions exists:
- 27
28 4. The applicant is still in probationary or trial service status; or
29

5. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for LWOP that has been taken in accordance with Article X, Family and Medical Leave; or
6. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
7. The applicant has had other disciplinary action within the last six (6) months; or
8. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
9. The applicant has already accepted a transfer once within the 12-month period prior to the date the vacancy is advertised; or
10. Appointment of the applicant would result in a violation of agency Policy PER.13C (Employment of Related Persons); or
11. Other conditions as agreed to by the Administrator and the Staff Representative.
12. If there is only one (1) eligible transfer candidate available for a position, the supervisor may request a certification of candidates per Article X, 41.80.20(3). The transfer candidate will be considered along with all other candidates. The supervisor of the vacant position will consider the eligible applicants, selecting the most qualified for the vacancy. If the transfer candidate is not selected, he or she will be notified of their non-selection.

B. WSP – Methods of Requesting a Transfer**1. WSP – Communications Officers**

Employees desiring to transfer will initiate a request in writing through the chain of command. If more than one (1) employee requests a transfer to the same location, the request with the earliest submission date will receive first consideration. If two (2) or more employees have the same submission date for transfer, the position will be given to the employee with the longest most recent period of unbroken service in the classification. Employee requests to transfer will be honored prior to the filling of any position.

In the event a vacancy occurs and there are no transfer candidates for the location in question, advertisement of the vacancy will be made in the Daily Bulletin and posted at all twenty-four (24) hour facilities. Employees will be given a minimum of ten (10) calendar days to submit a written transfer request. Appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service in the classification. Supervisors will attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.

2. WSP – Commercial Vehicle Enforcement Officers and Commercial Vehicle Officers/ VIN Officer 2.

Transfer Lists: Truck enforcement will be divided into nine (9) lists for purposes of applying for transfer, which will include the eight (8) WSP districts and Terminal Audit (only CVEO/CVOs). Employees may choose to limit their availability within a given district to functional areas, such as MCSAP, interior, port, or a specific location within the district. Each district will have five (5) transfer lists to differentiate between the CVEO 1, CVEO 2, CVO 1, CVO 2, and VIN Officer 2.

Employee-Requested Transfers: An employee may request a transfer from one (1) working location to another and to a substantially similar position in which they have

1 previously performed the core duties. (i.e. auditor to auditor position, compliance
2 review to compliance review). Requests will be submitted through the chain of
3 command to the Human Resource Division (HRD). Requests will be ranked by
4 seniority in the classification. Faxes will be accepted as long as the employee
5 immediately forwards the signed transfer request form to HRD.

6
7 Probationary CVOs will be allowed to place his or her name on the transfer list for
8 the District in which he or she resided (physical address) prior to being employed as a
9 CVO. All other guidelines in this article apply.

10
11 3. VIN Inspectors:

12 When a vacancy occurs it will be advertised to all eligible employees via the Daily
13 Bulletin and posting at twenty-four (24) hour facilities (where applicable). Employee
14 will be given a minimum of ten (10) calendar days to submit a written transfer
15 request. Appointment will be made from among the three (3) candidates with the
16 longest most recent period of unbroken service with the classification. Supervisors
17 will attempt to contact any employee who is on any form of leave with the
18 information of the advertised vacancy.

19
20 4. WSP – Guidelines on Transfers for All Employees

21 WSP employees will not be allowed to transfer if one of the following conditions is
22 present:

23 a. The applicant is still in probationary or trial service status. (Management may
24 consider exceptions on a case-by-case basis and only for operational necessity or
25 personal hardships; for probationary CVOs, see above); or

26
27 b. The applicant has been in Leave Without Pay (LWOP) status within three (3)
28 months of the transfer request, except for LWOP that has been taken in
29 accordance with Article X, Family and Medical Leave; or

- c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
- d. The applicant has had other disciplinary action within the last six (6) months; or
- e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
- f. The applicant has already accepted a transfer once within the 12-month period prior to the date the vacancy is advertised; or
- g. Appointment of the applicant would result in a violation of agency Policy; or
- h. Other conditions as stated below or agreed to by the Division Commander and the Staff Representative.

5. Other Guidelines for the Transfer Lists:

- a. When an employee has declined a transfer to the same location on two (2) occasions, he or she will be removed from the list for that location. The employee may reapply at anytime, understanding that they are then placed at the bottom of the list.
- b. When an employee has accepted a transfer he or she will be removed from all transfer lists. The employee may reapply at anytime, understanding that they are then placed at the bottom of the list.
- c. No employee will be permitted to have their name on more than four (4) transfer lists at any time.
- d. The Chief or designee will have the final approval on all transfer requests.

6. Acceptance or Rejection of Transfer or Promotion.

An employee will have a maximum of twenty-four (24) hours to accept or reject.

X.10. Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article X.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be twelve (12) consecutive months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the twelve (12) month probationary period.

B. Trial Service Period

- 1 1. Except for those employees in an in-training appointment, all other employees
2 with permanent status who are promoted, or who voluntarily accept a transfer or
3 demotion into a job classification for which they have not previously attained
4 permanent status, will serve a trial service period of twelve (12) consecutive
5 months. The Employer may reduce the trial service period to no less than six (6)
6 consecutive months.
7
- 8 2. Any employee serving a trial service period will have his or her trial service
9 period extended, on a day-for-a-day basis, for any day(s) that the employee is on
10 leave without pay or shared leave, except for leave taken for military service.
11
- 12 3. With prior written notice by the Employer, an employees who does not
13 successfully complete his or her trial service period may be offered an opportunity
14 to revert to a position in the same agency, that is:
15 a. Vacant or filled by a non-permanent employee and is within the trial service
16 employee's previously held job classification; or
17
18 b. Vacant or filled by a non-permanent employee at or below the employee's
19 previous salary range.
20
- 21 In either case, the employee being reverted must have the skills and abilities
22 required for the vacant position.
23
- 24 4. Any unsuccessful employee who has no reversion options may request that his or
25 her name be placed on the agency's internal layoff list and into the General
26 Government Transition Pool Program for positions in job classifications where he
27 or she had previously attained permanent status.
28
- 29 5. The reversion of employees who are unsuccessful during their trial service period
30 is not subject to the grievance procedure in Article X.
31

X.11. Return-to-Work Initiative Program

Benefits under this program will be applied in accordance with WAC 357-XX-XXX, Return-to-Work Initiative Program; WAC 357-XX-XXX, Workers' Compensation -- Return-to-Work -- Opportunity; WAC 357-XX-XXX, Return-to-Work Program-- Responsibilities -- State Employers; and WAC 357-XX-XXX, Employee Eligibility in the Return-to-Work Program.

X.12 Interviews -- DOT Only

The Employer will offer at least four (4) internal candidates, if available, the opportunity to interview for permanent positions. Candidates who have been interviewed will be advised of the result.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

HOLIDAYS

X.1 Paid Holidays

Employees will be provided the following paid nonworking holidays per year:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Friday immediately following Thanksgiving day	
Christmas Day	December 25

If the above paid nonworking holidays are amended by the legislature during the term of this Agreement, the amended holidays will apply.

X.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article X, Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

D. For full-time employees who do not have a Monday-through-Friday work schedule:

1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday;

2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.

3. For Licensing Services Representatives 1 & 2 working a Tuesday-through-Saturday schedule, the agency will treat the workday after as the holiday for two Monday holidays per fiscal year.

E. The holiday for night shift employees whose work schedule begins on one (1) calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the calendar holiday,
or

2. The beginning of the shift that precedes the calendar holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (but not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount

proportionate to the time in pay status during the month to that required for full-time employment.

- G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. The employee must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

X.3 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be continuously employed by the state for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

- B. The Employer will release the employee from work on the day selected as the personal holiday provided:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon an earlier date, and
2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave, in accordance with Article X, Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.
- H. Upon request, an employee will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, Chapter 296-130 WAC. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE ____
HOURS OF WORK

X.1 Definitions

- A. Engineering Employees: Overtime-eligible employees who work in positions in the Engineering Services and Engineering Technician bargaining units.
- B. Full-time Employees: Employees who are scheduled to work an average of forty (40) hours per workweek.
- C. Overtime-Eligible Position: An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- D. Overtime-Exempt Position: An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- E. Part-time Employees: Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- F. Shift Employees: Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift.
- G. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift: The hours an employee is scheduled to work each workday in a workweek.

J. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority.

X.2 **Determination**

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a shift position or an engineering position.

X.3 **Overtime-Eligible Employees (excluding Engineering positions)**

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will include two (2) consecutive scheduled days off, except as required by operational necessity or as modified in this Article. The Employer may adjust the regular work schedule with prior notice to the employee.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

C. (WSP) Workweek Defined – Overtime-Eligible Shift Employees.

For the purpose of this Agreement, the workweek is defined as continuous five (5) work-days-per-week shifts which rotate each twenty-eight (28) calendar days to a different schedule of regular days and hours per week. The rotation involves extended or shortened time off between the ending shift of one schedule and the beginning shift of the next, but does not require more than eight (8) hours work in any one (1) twenty-four (24) hour period within a schedule or more than fifty-two (52) forty (40) hour workweeks per year.

D. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible shift employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

If the Employer makes a temporary change to the permanent work schedule of an overtime-eligible shift employee without giving at least three (3) days notice of the change, employees will be paid for all time worked outside the scheduled hours or days a penalty at the overtime rate for the duration of the notice period.

E. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible shift employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

If the Employer changes the permanent work schedule of an overtime-eligible shift employee without giving at least seven (7) days notice of the change, employees will be paid for all time worked outside the scheduled hours or days a penalty at the overtime rate for the duration of the notice period.

F. When changes in overtime-eligible shift employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days unless the Employer deems the employees are unable to perform satisfactorily as a result of excessive hours or the work that normally would have been performed within the scheduled hours or days cannot be performed. The Employer is not obligated to pay for those scheduled hours of days unless the employee is on paid leave. Overtime pay and shift or schedule change penalty pay will not be paid for the same incident.

G. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, or extraordinary unforeseen operational needs.

H. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

X.4. Overtime-Eligible Engineering Employee Work Schedules

A. Regular Work Schedules

The regular work schedule for overtime-eligible engineering employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will include two (2) consecutive scheduled days off, except as required by operational necessity or as

modified in this Article. The Employer may adjust the regular work schedule with prior notice to the employee between the hours of 6 am and 6 pm.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible engineering employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible engineering employees will receive three (3) calendar days' written notice of any temporary schedule change outside the hours of 6 am to 6 pm. The day that notification is given is considered the first day of notice. Adjustments in the hours of work between the hours of 6 am to 6 pm of daily work shifts during a workweek do not constitute a temporary schedule change.

If the Employer changes the permanent work schedule of an overtime-eligible engineering employee without giving at least three (3) days notice of the change, employees will be paid for all time worked outside 6am to 6 pm a penalty at the overtime rate for the duration of the notice period.

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible engineering employees will receive seven (7) calendar days' written notice of a permanent schedule change outside the hours of 6 am and 6 pm. The day notification is given is considered the first day of

notice. Adjustments in the hours of work between the hours of 6 am to 6 pm of daily work shifts during a workweek do not constitute a permanent schedule change.

If the Employer changes the permanent work schedule between the hours of 6 pm and 6 am of an overtime-eligible engineering employee without giving at least seven (7) days notice of the change, employees will be paid for all time worked outside 6 am to 6 pm a penalty at the overtime rate for the duration of the notice period.

E. When changes in overtime-eligible engineering employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days during the notice period, unless the Employer deems the employees are unable to perform satisfactorily as a result of excessive hours or the work that normally would have been performed within the scheduled hours or days cannot be performed. The Employer is not obligated to pay for those scheduled hours or days unless the employee is on paid leave. Overtime pay and shift or schedule change penalty pay will not be paid for the same incident.

F. Overtime-eligible engineering employees may have their schedules adjusted in accordance with Sub-Section X.3 G and H above, Emergency Schedule Changes and Employee-Requested Schedule Changes.

G. Overtime eligible engineering employees will not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period except in extreme emergencies. After working sixteen (16) hours in a twenty-four (24) hour period (meal and rest periods notwithstanding), DOT employees will be allowed a rest period of at least eight (8) hours off. If the eight (8) hours off overlap the employee's regular shift, up to four (4) hours of such an overlap will be a paid reassignment to home of resting purposes.

X.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

X.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

X.8 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws.

Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the agency for which they work. The Employer's policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

D. Appointing authorities may approve overtime-exempt employee accrual of exchange time for extraordinary and excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Exchange time has no cash value and cannot be transferred between agencies.

E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

- 1
- 2 F. Prior approval from the Employer for the use of paid or unpaid leave for absences of
- 3 two (2) or more hours is required, except for unanticipated sick leave.
- 4

5 **X. 9 Cleanup Time**

6 When necessary, employees will be allowed cleanup time during work hours.

7

8 **X.10 WSP Shift Coverage, Bidding and Assignment**

9

10 A. Shift Coverage. After the Employer determines shift coverage requirements,

11 it will decide, by each station, how shifts will be assigned.

12

13 B. Shift Bidding. All stations will use voting procedures described below to

14 determine shift bidding. A "show of interest" is defined as fifty-five percent

15 (55%) of affected employees submitting their interest in writing:

16

17 1. Locations Not Currently Bidding Shifts. If the station wants to adopt shift

18 bidding, change the type of bidding (i.e. "straight" to "block"), or wants to

19 change the duration of bids, a show of interest is required. Where there is a

20 show of interest, the Employer will conduct a vote in November. If there

21 is no show of interest, the station will return to rotating shifts.

22

23 2. Locations Currently Bidding Shifts. Each November, the Employer will

24 conduct a vote to decide whether shift bidding will continue for the

25 following year. At the same time, if there is a show of interest for

26 changing the type or duration of bids, the vote will include these options

27 as applicable.

28

29 a. All votes require fifty-five percent (55%) consent to pass. A non-vote

30 or no preference vote is a "no" vote.

31

- 1 b. By mutual agreement between the Employer and employees in each
2 location, bid duration will be for three (3) months, six (6) months, or
3 the entire year.
- 4
- 5 c. Employer can use up to twenty-five percent (25%) of the shifts as
6 rotating shifts if necessary. In addition to the twenty-five percent
7 (25%), the Employer may assign probationary employees to rotating
8 shifts for up to one (1) year.
- 9
- 10 d. Vacated or newly established shifts will not be available for bidding
11 until the next bid cycle. An employee transferring into a location
12 utilizing a shift bidding process will be scheduled into the vacated or
13 new shift for the remainder of the current bidding period. A newly
14 hired employee may be scheduled into the vacated or new shift for the
15 remainder of the current bidding period.
- 16
- 17 When a new shift bid is presented, the employee will bid in order
18 based on the criteria set for in subsections 3. and 4 below.
- 19
- 20 In the event of an emergency, the shift will be filled in the following
21 order:
- 22
- 23 i. The most senior volunteer, determined by time in classification
24 then time in bargaining unit; and
- 25
- 26 ii. The least senior employee on a shift compatible with the
27 operational need.
- 28

3. Communications Officers Shift Bidding.

Bidding will be by unbroken seniority in the classification, then by unbroken seniority in the bargaining unit. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift. Employees who complete trial service for six (6) months or less in state service outside of the bargaining unit, including six (6) months or less in an exempt position, will be accorded unbroken seniority in the classification and bargaining unit upon return to their previous classification, less the time spent in trial service or in an exempt position.

4. CVO/CVEO Shift Bidding

Bidding will be by seniority within the bargaining unit based upon total unbroken, permanent status. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift.

5. Vote on Fifty-Six (56) Day Shift Rotation: If a station does not bid shifts, employees may vote to request an extension of the shift rotation to fifty-six (56) days. The vote will be conducted under the same guidelines in section (2) above. Employees will submit the request to the immediate supervisor for discussion. If the supervisor approves the request, he or she will forward the request up the chain of command for approval or denial. A denial will be in writing and state the reason(s). A request may be granted on a trial basis. The Employer may discontinue its approval with thirty (30) calendar days notice to affected employees with an explanation.

6. Staff Meetings for Shift Employees: No employee will be required to return to work for a meeting if the employee has just worked a graveyard shift, unless the meeting takes place within one (1) hour of the end of the shift or within four (4) hours before the beginning of the next graveyard shift.

7. Multiple Shift Assignments Within a Workweek. No employee will be required to work all three (3) shifts (day, swing, and graveyard) during a workweek.

X.11 Licensing Services Office Weekly Schedules

The regular weekly schedule of all Licensing Services Offices will be either Monday through Friday or Tuesday through Saturday with a start time no earlier than 7:00 a.m. and an ending time no later than 7:00 p.m.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

June 15, 2004

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ARTICLE _____

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

X.1 Purpose

Upon agreement by the appropriate employer and union representatives, a Labor/Management Communication Committee(s) may be established at statewide and/or local levels of the Employer's agencies. The purpose of the committee(s) is to provide continuing communication between the parties and to promote constructive labor-management relations.

X.2 Committees

If established, the committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties:

A. Composition

Committees shall consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional staff representatives of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional employer and employee representatives may be added.

B. Participation

1. The Union shall provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employees' non-work time will not be

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1 compensated for or considered as time worked. The Union is responsible for
2 paying any travel or per diem expenses of employee representatives.

3 4 C. Meetings

5 All committee meetings shall be scheduled on mutually acceptable dates and times.
6 Agenda items will be exchanged prior to the meeting date.

7 8 D. Scope of Authority

9 Committee meetings will be used for discussions only, and the committee shall have
10 no authority to conduct any negotiations, bargain collectively or modify any provision
11 of this Agreement. Nothing in this Article or any committee's activities shall be
12 subject to the grievance procedure in Article X.

13
14
15
16
17
18 _____
19 Tina Peterson
20 Chief Spokesperson

Date

21

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

LAYOFF AND RECALL

X.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. Whenever possible, the Employer will notify the Union of major layoff actions, described in X.2 A, B and C below, thirty (30) days prior to implementation.

X.2 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

X.3 Voluntary Layoff, Leave without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority will determine who will be granted leave without pay and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government

1 Transition Pool Program and/or have their names placed on the internal layoff list
2 for the job classifications in which they held permanent status.
3

4 **X.4 Non-Permanent and Probationary Employees**

5 Employees with permanent status will not be separated from state service through
6 a layoff action without first being offered positions they have the skills and
7 abilities to perform within their current job classification within the layoff unit
8 currently held by non-permanent and probationary employees. Non-permanent
9 employees will be separated from employment before probationary employees.
10

11 **X.5 Temporary Layoff – Employer Option**

12 A. The Employer may temporarily layoff an employee for up to twenty-five (25)
13 calendar days due to an unanticipated loss of funding, revenue shortfall, lack
14 of work, shortage of material or equipment, or other unexpected or unusual
15 reasons. Employees will normally receive notice of seven (7) calendar days
16 of a temporary layoff. The Employer will not use a temporary layoff for
17 disciplinary purposes. DOT will pursue the assignment of other regional work
18 to affected employees prior to a temporary layoff for lack of work.
19

20 B. An employee who is temporarily laid off will not be entitled to:

- 21
- 22 1. Be paid any leave balance,
 - 23
 - 24 2. Bump to any other position, or
 - 25
 - 26 3. Be placed on the internal layoff list.
 - 27

28 **X.6 Layoff Units**

29 A. A layoff unit is defined as the geographical entity or administrative/
30 organizational unit in each agency used for determining available options for
31 employees who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix B.

X.7 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in Article X, Seniority, among the group of employees with the required skills and abilities. Skills and abilities for layoff purposes are documented qualifications that have been identified at least three (3) months prior to the layoff and require a reasonable period to acquire. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

1 **X.8 Informal Options**

2 Employees being laid off may be offered funded vacant positions within their
3 layoff unit provided they meet the skills and abilities required of the position and
4 it is at the same or lower salary range as the position in which the employee
5 currently holds permanent status. The Employer may require updated information
6 from the employee regarding their current skills and abilities.

7
8 **X.9 Notification to Employees With Permanent Status**

9 A. Except for temporary layoffs as provided in X.5, employees with permanent
10 status will receive written notice at least fifteen (15) calendar days before the
11 effective layoff date. The notice will include the basis for the layoff and any
12 options available to the employee. The Union will be provided with a copy of
13 the notice.

14
15 B. Except for temporary layoffs as provided in X.5, if the Employer chooses to
16 implement a layoff action without providing fifteen (15) calendar days notice,
17 the employee will be paid his or her salary for the days that he or she would
18 have worked had full notice been given.

19
20 C. Employees will be provided seven (7) calendar days to accept or decline, in
21 writing, any option provided to them. This time period will run concurrent
22 with the fifteen (15) calendar days' notice provided by the Employer to the
23 employee.

24
25 D. The day that notification is given constitutes the first day of notice.

26
27 **X.10 Salary**

28 Employees appointed to a position as a result of a layoff action will have their
29 salary determined as follows:

30
31 A. Transfer or Bump

1 An employee who accepts a transfer or bumps to another position within their
2 current job classification will retain his or her current base salary.

3
4 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

5 An employee who bumps to another position with a lower salary range will be
6 paid an amount equal to his or her current salary provided it is within the
7 salary range of the new position. In those cases where the employee's current
8 salary exceeds the maximum amount of the salary range for the new position,
9 the employee will be compensated at the maximum salary of the new salary
10 range.

11
12 C. Appointment from an Internal Layoff List

- 13 1. Employees who are appointed from an internal layoff list to a position
14 with the same salary range from which they were laid off will be paid the
15 amount in which they were compensated when laid off plus any cost of
16 living adjustments that occurred during the time they were laid off.
17
18 2. Employees who are appointed from an internal layoff list to a position
19 with a lower salary range than the position from which they were laid off
20 will be paid an amount equal to the salary they were receiving at the time
21 they were laid off provided it is within the salary range of the new position.
22 In those cases where the employee's prior salary exceeds the maximum
23 amount of the salary range for the new position, the employee will be
24 compensated at the maximum salary of the new salary range.
25

26 X.11 **Transition Review Period**

- 27 A. The Employer will require an employee to complete a six (6) month
28 transition review period when the employee accepts a layoff option to a job
29 classification in which he or she has:

- 30 1. Not held permanent status,
31

3. Been appointed from the General Government Transition Pool Program,

or

3. Been appointed from an internal layoff list.

B. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article X.

X.12 Recall

A. The Employer will maintain an internal layoff list for each job classification. Permanent employees who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for two (2) years from the effective date of his or her layoff.

B. When a vacancy occurs within an agency and when there are names on an internal layoff list, the most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position. An employee who is offered a

position and refuses the offer will have his or her name removed from the internal layoff list.

C. When the employee has accepted an option beyond a commuting distance of thirty (30) miles in lieu of separation or due to recall from layoff, the employee may request their name remain on the internal layoff list for job classifications in which they have held permanent status with their previous work location, to assist the employee to return to their previous work location.

X.13 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program along with all other candidates, all of who must have the skills and abilities to perform the duties of a position being filled.

X.14 Project Employment

A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section X.7, above.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment.

C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

X.15 Seasonal Career Employment

C. The layoff unit for Department of Transportation seasonal employees is the county in which the seasonal employee's official duty station is located.

Date _____

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APPENDIX B

LAYOFF UNITS

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17, AFL-CIO**

1. **Department of Licensing** – The department is separated into one (1) layoff unit of headquarters staff, three (3) layoff units for the Prorate and Fuel Tax (PRFT) auditor bargaining unit, and seven (7) layoff units of field staff. These layoff units are described as follows.

A. Headquarters Layoff Unit – The headquarters staff located in offices in Olympia, Tumwater and Lacey.

B. Geographic Layoff Units

1. Layoff Unit 1 – Field office staff located in Clark, Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum counties.
2. Layoff Unit 2 – Field office staff located in Kitsap and Pierce counties.
3. Layoff Unit 3 – Field office staff located in King County.
4. Layoff Unit 4 – Field office staff located in Benton, Columbia, Franklin, Kittitas, Klickitat, Walla Walla and Yakima counties.
5. Layoff Unit 5 – Field office staff located in Adams, Asotin, Ferry, Garfield, Pend Oreille, Spokane, Stevens and Whitman counties.
6. Layoff Unit 6 – Field office staff located in Chelan, Douglas, Grant, Lincoln and Okanogan counties.

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7. Layoff Unit 7 – Field office staff located in Clallam Island, Jefferson, San Juan, Skagit, Snohomish and Whatcom counties.

C. DOL-PRFT Auditor Bargaining Unit Layoff Units

1. Northwest Layoff Unit - PRFT auditor bargaining unit staff in King County – North.
2. Southwest Layoff Unit - PRFT auditor bargaining unit staff in Pierce County – South, including Headquarters.
3. Eastern Washington – PRFT auditor bargaining unit staff in Eastern Washington.

2. Department of Transportation – Layoff units are as follows.

- A. Headquarters Layoff Unit – The layoff unit for headquarters employees includes all positions located in Thurston county. This layoff unit does not include positions assigned to the Olympic Region.

B. Eastern Region, North Central Region, Olympic Region, South Central Region and Southwest Region Layoff Units –

The local layoff unit for Local 17 employees includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located.

If no option is available within the local layoff unit, the unit expands to include all positions (including out-stationed Headquarters positions) located

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in the region. The Olympic Region layoff unit does not include out-stationed Headquarters positions.

C. Northwest Area Layoff Units – The Northwest Area layoff unit includes all employees and positions in the Northwest Region, Aviation Division, Washington State Ferries, and out-stationed Headquarters employees and positions.

1. Northwest Region Employees – The local layoff unit for NW Region employees whose official duty station is located in Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed HQ positions) located in the county within which the employee's official duty station is located.

The local layoff unit for NW Region employees whose official duty station is located in King county and is north of 145th street includes all positions (including out-stationed HQ positions) located within this area and within which the employee's official duty station is located.

The local layoff unit for NW Region employees whose official duty station is located in King county and is south of 145th street includes all positions (including out-stationed HQ, Office of Urban Corridors, and Planning & Policy positions) located within this area and within which the employee's official duty station is located.

2. Aviation Division Employees – The local layoff unit for Aviation Division employees includes all positions (including out-stationed HQ positions) assigned to the division.

3. Washington State Ferries – The local layoff unit for employee includes all positions (including out-stationed HQ positions) located with the

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Washington State Ferries. The local layoff unit for general service employees includes all general service and out-stationed Headquarters positions located within the Washington State Ferries.

If no option is available within any of these local layoff units, the unit expands to include all positions (including out-stationed HQ positions) located in the Northwest Area layoff unit.

D. Right of Way Bargaining Unit Layoff Units-

Employees will be offered available layoff options, first within the employee's local layoff unit. The local layoff units are the Transportation Building and the region Real Estate Services Offices, where the employee's permanent duty station is located. Local layoff units will not cross layoff unit boundaries. If the employee has no option within the local layoff unit to remain at his/her present class or at the next lower class in which the employee has permanent status, the employee's layoff unit shall expand to include all bargaining unit positions within the Department.

3. **Washington State Patrol** – The layoff unit shall first be district wide in which the position is located, and if no options are available, then to the department statewide.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

LEAVE WITHOUT PAY

X.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave
- C. Military leave

X.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child and elder care emergencies
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. Reducing the effects of a layoff (Article X)
- G. Union Activities (Article X)
- H. As otherwise provided for in this Agreement

X.3 **Limitations**

Leave without pay will be limited to twelve (12) months in any consecutive five (5) year period, except for compensable work-related injury or illness, educational, governmental service, military, or seasonal career employment leaves, or reducing the effects of a layoff.

X.4 **Returning Employee Rights**

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

X.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA. Notwithstanding Section X.1, the Employer may separate an employee in accordance with Article X, Reasonable Accommodation and Disability Separation.

X.6 Military Leave

In addition to the fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law

X.7 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

X.8 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for child and elder care emergencies, subject to the limitations above.

X.9 Seasonal Career Employment

Leave without pay may be granted to seasonal career employees during their off-season.

X.10 Government Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave. Employees returning to state service from authorized government service leave must apply in the same manner and time limits as persons returning from military leave.

NOTE: This article incorporates the Employer's entire response to the Union's Government Service Leave and Military Leave articles.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

LICENSURE AND CERTIFICATION

X.1 The Employer and the Union recognize the necessity for employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.

X.2 Agencies will continue their current practices related to licensure and certification.

X.3 Employees will notify their Appointing Authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

MANDATORY SUBJECTS

X.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these proposed changes in writing and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions within the provided notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

X.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

MANAGEMENT RIGHTS

X.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

TA

September 16, 2004 6:00 pm

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- 1
- 2 J. Establish, allocate, reallocate or abolish positions, and determine the skills and
- 3 abilities necessary to perform the duties of such positions;
- 4
- 5 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and
- 6 temporarily or permanently lay off employees;
- 7
- 8 L. Determine, prioritize and assign work to be performed;
- 9
- 10 M. Determine the need for and the method of scheduling, assigning, authorizing and
- 11 approving overtime;
- 12
- 13 N. Determine training needs, methods of training and employees to be trained;
- 14
- 15 O. Determine the reasons for and methods by which employees will be laid-off; and
- 16
- 17 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 18
- 19 X.2 The Employer has the right to exercise all of the above rights and the lawful rights,
- 20 prerogatives and functions of management. In addition, the Employer's non-exercise of
- 21 any right, prerogative or function will not be deemed a waiver of such right or
- 22 establishment of a practice.
- 23
- 24
- 25
- 26

27 _____

28 Tina Peterson Date

29 Chief Spokesperson

30

27 _____

28 Vince Oliveri Date

29 Chief Spokesperson

30

Tentative Agreement

July 16, 2004 10:00 am

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ARTICLE ____

MISCELLANEOUS LEAVE

X.1 Subject to the Employer's approval, employees may be allowed paid leave, during scheduled work time, for:

- A. Examinations or interviews for state employment,
- B. To receive assessment from the Employee Advisory Service, or
- C. To serve as a member of a jury, or
- D. To appear in court or an administrative hearing, as specifically provided below.

X.2 **Examinations/Interviews:** When approved, employees will receive paid leave for attendance at examinations or interviews for state employment.

X.3 **Employee Advisory Service:** When approved, employees will receive paid leave to receive assessment from the Employee Advisory Service.

X.4 **Jury Duty:** Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury summons.

X.5 **Witness/Subpoena:** When approved, a subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in court or an administrative hearing for work-related cases, or as a witness in a criminal proceeding, unless he or she:

- A. is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or
- B. has an economic interest in the matter.

Page 2 of 2

X.6 Employees shall not be eligible for per diem or travel expenses under this Article.

Date

Tentative Agreement

June 2, 2004 9:00 am

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ARTICLE _____

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam-era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as prevent all forms of discrimination.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

July 16, 2004 4:00 pm

Page 1 of 1

ARTICLE _____

OFF-DUTY CONDUCT

X.1 The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the employee's work performance or the program of the agency.

X.2 All Employees (excluding the Washington State Patrol)

When any arrest, or court-imposed sanction or condition affects an employee's ability to perform their assigned duties, the employee will inform their appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

X.3 Washington State Patrol (WSP) employees will continue to abide by WSP regulations relating to off-duty conduct.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

OVERTIME

X.1 Definitions

A. Overtime: Overtime is defined as time that a full-time overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek; or

2. Works in excess of their scheduled work shift and the employee is a shift employee.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

3. Vacation leave.

4. Sick leave

5. Compensatory time.

6. Holidays.

7. Any other paid time not listed below.

D. Work does **not** include:

1. Shared leave.

1. Leave without pay.

2. Additional compensation for time worked on a holiday.

3. Time compensated as standby, callback, or any other penalty pay.

X.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. A part-time overtime-eligible employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Full-time over-time eligible shift employees who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime-eligible shift employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

X.3. Overtime Computation

Computation of overtime will be rounded to the nearest 1/10th of an hour.

1
2 **X.4 General Provisions**

3 A. The Employer will determine whether work will be performed on regular work time
4 or overtime, the number, the skills and abilities of the employees required to perform
5 the work, and the duration of the work. The Employer will first attempt to meet its
6 overtime requirements on a voluntary basis with qualified employees who are
7 currently working. Supervisors will make a reasonable effort to assign overtime on a
8 rotational basis within these guidelines.

9
10 B. In the event there are not enough employees volunteering to work, the supervisor may
11 require employees to work overtime.

12
13 C. If an employee was not offered overtime for which he or she was qualified, the
14 employee will be offered the next available overtime opportunity for which he or she
15 is qualified. Under no circumstances shall an employee be compensated for overtime
16 that was not worked. There will be no pyramiding of overtime.

17
18 D. DOT only

19 Temporary DOT employees will not be assigned to work overtime on a weekend, holiday
20 or double shift while qualified permanent DOT employees within the same classification
21 who have the required skills and abilities as well as work site knowledge, are readily
22 available and willing to work.

23
24 E. WSP COs only

25 Overtime will be offered to communications center employees from a shift compatible
26 with the operational need (i.e. normally the same type of shift) on the basis of seniority in
27 the classification in the bargaining unit, unless:

- 28
29 1. The overtime is a shift extension, in which case seniority of those working in
30 the communications center at the time of the shift extension will be the
31 determining factor, and

2. Employees will be called on days off, but calls to employees on vacation leave will be avoided. Where possible callback will be avoided.

X.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Employees may accumulate no more than one hundred and twenty (120) hours of compensatory time.

C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article X, Vacation Leave.

D. Compensatory Time Cash Out

All compensatory time must be used by June 30th of each biennium. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th of each biennium or when the employee:

1. Leaves state service for any reason,
2. Transfers to a position in their agency with different funding sources, or

TA

September 16, 2004 6:00 pm

Page 5 of 5

1 3. Transfers to another state agency.

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5

6

7 _____ Date

8 Tina Peterson
9 Chief Spokesperson

_____ Date

Vince Oliveri
Chief Spokesperson

Tentative Agreement

June 15, 2004

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ARTICLE _____

PERFORMANCE EVALUATION

X.1 Objective

The Employer will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees and assess and review their performance with regard to those goals and expectations; and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

X.2 Evaluation Process

A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

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- 1
- 2 1. Reviewing the employee's performance;
- 3 2. Identifying ways the employee may improve his or her performance;
- 4 3. Updating the employee's position description, if necessary;
- 5 4. Identifying performance goals and expectations for the next appraisal period;
- 6 and
- 7 5. Identifying employee training and development needs.
- 8

9 C. The performance evaluation process will include, but not be limited to, a written
10 performance evaluation on forms used by the Employer, the employee's signature
11 acknowledging receipt of the forms, and any comments by the employee. A copy of
12 the performance evaluation will be provided to the employee at the time of the
13 review. The original performance evaluation forms, including the employee's
14 comments, will be maintained in the employee's personnel file.

15
16 D. If an employee disagrees with his or her performance evaluation, the employee has
17 the right to attach a rebuttal.

18
19 E. Performance evaluations are not subject to the grievance procedure in Article X.
20
21
22
23

24
25 _____
26 Tina Peterson
27 Chief Spokesperson

Date

24
25 _____
26 Vince Oliveri
27 Chief Spokesperson

Date

Tentative Agreement

June 15, 2004

Page 1 of 2

ARTICLE _____

PERSONNEL FILES

X.1 The location of personnel files will be determined by the employing agency. An employee may examine his or her own personnel and supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. Review of the personnel file will be in the presence of a human resource representative during business hours. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative. Nothing shall preclude the maintenance of all lawful files and records as needed by the Employer.

X.2 Employees may insert a reasonable amount of job related material in their personnel file that reflects favorably on their job performance.

X.3 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing shall be promptly removed from the official personnel file.

X.4 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least seven (7) calendar days in advance of the intended release date.

Tentative Agreement

June 15, 2004

Page 2 of 2

1
2 X.5 Employees will be provided a copy of all adverse material at the time the materials are
3 included in the personnel file.
4
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7
8 _____
9 Tina Peterson
10 Chief Spokesperson
11

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

May 11, 2004 3:30 pm

Page 1 of 1

ARTICLE _____

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer", and the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, referred to as the "Union".

It is agreed by the parties that it is their best interest to establish employment relations based on mutual respect and cooperation, provide for fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences.

The Preamble is not subject to the grievances procedure in Article X.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

May 11, 2004 3:30 pm

Page 1 of 1

ARTICLE _____

PRINTING OF AGREEMENT

The Employer will coordinate the publication of this Agreement. The Employer and Union will share the cost of printing this Agreement.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

X.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

X.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

X.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

X.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodation in alternative positions.

X.5 An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require an employee to obtain a medical examination at the agency's expense, from a physician or licensed mental health professional of the agency's choice. Evidence may

1 be requested from the physician or licensed mental health professional regarding the
2 employee's limitations.

3
4 X.6 The agency may immediately separate an employee when the agency has medical
5 documentation of the employee's disability and has determined that the employee cannot
6 be reasonably accommodated in any available position, or when the employee requests
7 separation due to disability.

8
9 X.8 An employee, separated due to disability, will be placed in the General Government
10 Transition Pool Program if he or she submits a written request for reemployment in
11 accordance with WAC 357-46-090 through 105 and has met the reemployment
12 requirements of WAC 357-19-475.

13
14 X.9 Disability separation is not a disciplinary action. An employee who has been separated
15 because of a disability may grieve his or her disability separation in accordance with
16 Article X, Grievance Procedure, unless the separation was at the employee's request.

17
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19
20
21
22 Tina Peterson
23 Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

SAFETY AND HEALTH

X.1 The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA).

Reference: <http://www.lni.wa.gov/rules/wacs.htm>

B. Employees will comply with all safety practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

X.2 The employee will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. The Employer will address reported unsafe working conditions and take appropriate action.

X.3 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use.

TA

August 27, 2004 9:30 am

Page 2 of 2

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X.4 Each agency will form joint safety committees in accordance with WISHA requirements. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate authority for review and action, as necessary.

<hr/>	<hr/>	<hr/>	<hr/>
Tina Peterson	Date	Vince Oliveri	Date
Chief Spokesperson		Chief Spokesperson	

ARTICLE ____

SAVINGS CLAUSE

Invalidity

X.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

SAP Human Resource Management System Implementation

X.2 The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject to negotiate an alternative to meet the original intent.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

SENIORITY

X.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service leave,
2. Compensable work-related injury or illness leave,
3. Government service leave and leave to enter the Peace Corps, not to exceed two (2) years, and one (1) month.
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with Article X.5, Layoff and Recall, will not

1 be deducted from the calculation of seniority. Employees who are separated
2 from state service due to layoff, and are reemployed within two (2) years of
3 their separation date will not be considered to have a break in service.

4
5 B. For the purposes of layoffs, a maximum of five (5) years' credit will be added
6 to the seniority of permanent employees who are veterans or to their
7 unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

8
9 **X.2 Ties**

10
11 If two (2) or more employees have the same unbroken state service date, ties will
12 be broken in the following order:

- 13
14 1. Longest continuous time within their current job classification;
15
16 2. Longest continuous time with the agency; and
17
18 3. By lot.

19
20 **X.3 Seniority List**

21
22 The Employer will prepare and post a seniority list. The list will be updated
23 annually and will contain each employee's name, job classification and seniority
24 date. Agencies will notify their employees when the list is posted. Employees
25 will have twenty-one (21) calendar days in which to appeal their seniority date to
26 their Human Resource Office, after which time the date will be presumed correct.
27 A copy of the seniority list will be provided to the Union at the time of posting.

28
29 **X.4 Application**

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September 11, 2004 10:00 am
Page 3 of 3

Tina Peterson	Date	Vince Oliveri	Date
Chief Spokesperson		Chief Spokesperson	

ARTICLE _____

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

X.1 If the Employer decides that a state office or work location is non-operational, due to severe inclement weather or natural disaster, the following will apply:

A. Non-emergency employees may be released with no loss of pay during the disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.

C. At the discretion of the Employer, non-emergency employees may be subject to a temporary layoff consistent with Sub-Section X.6 of the Layoff and Recall Article of this Agreement.

X.2 Employees who work their normal hours during the disruption will not receive additional compensation.

X.3 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

A. Any earned compensatory time;

B. Any accrued vacation leave;

C. Accrued sick leave, up to three (3) days in a calendar year;

D. Leave without pay.

TA

September 11, 2004 10:00 am

Page 2 of 2

X.4 Employees who report to work late due to severe inclement weather will be allowed up to one (1) hour of paid time. Section X.3 will apply to any additional late time.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____
SHARED LEAVE

- X.1 The purpose of the shared leave program is to permit state employees to come to the aid of their fellow state employees.
- X.2 Employees may be allowed to receive and donate shared leave according to RCW 41.04.665 and WAC 357-XX-XXX.

_____ Tina Peterson Chief Spokesperson	_____ Date	_____ Vince Oliveri Chief Spokesperson	_____ Date
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ARTICLE _____

SICK LEAVE

X.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.

C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.

D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.2 Sick Leave Use

Sick leave will be charged in 1/10th of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.

C. Qualifying absences for Family and Medical Leave (Article X).

D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

E. Preventative health care of relatives or household members, up to one (1) day for each occurrence.

F. Illness of a child.

G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

H. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

X.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

X.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee shall notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

X.6 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

X.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement shall not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may

1 agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending
2 accounts) funded by the retiree sick leave cash out described above.

3
4 Beginning July 1, 2006 and every even-numbered year thereafter, the Employer shall
5 offer a ratification ballot on the continuation of the Voluntary Employee Beneficiary
6 Associations for each Local 17 bargaining unit at each agency. All bargaining unit
7 employees eligible to retire within those two years shall be eligible to vote.

8
9 **X.8 Reemployment**

10 Former state employees who are re-employed within five (5) years of leaving state
11 service shall be granted all unused sick leave credits they had at separation.
12
13
14
15
16

17
18 _____
19 Tina Peterson
20 Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

TA

September 16, 2004 6:00 pm

Page 1 of 1

ARTICLE _____

STRIKES

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

Tentative Agreement

June 2, 2004 9:00 am

Page 1 of 1

ARTICLE _____

TERM OF AGREEMENT

Term

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007; however, in accordance with RCW 41.80, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

Renegotiation

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

Reopening

X.3 This Agreement may be reopened during its effective term by mutual consent of the Employer and the Union. All requests for negotiations shall be in writing, delivered to the Office of Financial Management's Labor Relations Office or International Federation of Professional and Technical Engineers, Local 17, and shall specify items proposed for bargaining. Any additions to this Agreement shall be in writing and signed by the Employer and the Union.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

TRAINING AND EMPLOYEE DEVELOPMENT

X.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

X.2 Attendance at agency-approved training will be considered time worked.

X.3 Initial Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than two (2) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

X.4 Tuition Reimbursement

A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.

B. Agencies will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.

C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.

D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed.

X.5 The Department of Transportation continues its commitment to support engineering employees in the attainment of their EIT and PE certifications.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

TRAVEL AND PER DIEM

X.1 Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.

X.2 Duty Station

Each bargaining unit employee will be assigned a permanent duty station in accordance with OFM travel regulations. If the permanent duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of a permanent duty station results in a commute in excess of thirty-five (35) miles in addition to the current commute, the employee may exercise his or her rights under Article X, Layoff and Recall.

X.3 Continual Travel – Return Rights

A. Employees assigned duties requiring continual travel away from their permanent workstation will be so advised prior to their selection to fill such positions. Employees who are assigned duties requiring continual travel, will normally be provided the opportunity to return to the permanent workstation each week. Travel time for such returns will be considered time worked.

B. Employees who are assigned temporary out-of-state assignments, will be allowed to return home every three (3) weeks. The cost of such travel will be paid by the Employer.

X.4 Illness or Injury During Travel

Whenever an employee in travel status takes leave due to incapacitation from illness or injury, reimbursement for subsistence and lodging will continue. The Employer will

TA

September 16, 2004 6:00pm.

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transport the employee to the employee's residence, or to a hospital if the employee's continued welfare is in jeopardy.

X.5 Holiday – Returns

When a holiday occurs on Tuesday, Wednesday, or Thursday, employees on temporary duty overnight may elect to remain at the temporary workstation and receive per diem. If the employee elects to return home for the holiday, travel to and from will be work time not to exceed two (2) hours outside a single work shift. In this event the Employer will provide transportation.

X.6 Use of Vehicles

Use of private vehicles must be authorized in advance. Employees will not be required to transport other individuals in the Employee's personal vehicle, however the Employer may require employees to carpool in a state vehicle.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

UNIFORMS, TOOLS AND EQUIPMENT

X.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. Agencies will continue their current practices regarding the provision and maintenance of required uniforms and footwear.

X.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees may be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

X.3 The Department of Transportation will continue to provide an annual clothing/equipment allowance to its avalanche control employees. The allowance will be adjusted yearly in accordance with the Consumer Price Index for Seattle.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

UNION ACTIVITIES

X.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

X.2 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in non-work areas, as designated by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. The staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

X.3 Union Stewards

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Union stewards will be provided reasonable time during their normal working hours to investigate and process grievances in accordance with Article X, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings scheduled by management within the steward's office or facility for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article X, Discipline, and/or
2. Fifteen (15) minutes to orient new employees at their work site.

The union steward will obtain approval from his or her supervisor before attending a meeting. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union steward's non-work hours will not be considered as time worked and no overtime will be authorized. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

C. If the amount of time a union steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified immediately.

D. The Union will be allowed to make up to a thirty (30) minute presentation at DOL/WSP in-service training(s).

X.4 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Agency's policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities, except as provided for in this Agreement. This does not preclude the use of the telephone for representational activities if there is little or no cost to the Employer and the call does not disrupt or distract from agency business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another.

However, such resources may be used to request union representation and for the administration of this Agreement when such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of State business;
5. Not disrupt other State employees and will not obligate other employees to make a personal use of State resources; and
6. Not compromise the security or integrity of State information or software.

1 The Union and its shop stewards will not use the above-referenced State
2 equipment for Union organizing, internal Union business, advocating for or
3 against the Union in an election or any other purpose prohibited by the
4 Executive Ethics Board. Communication that occurs over state
5 owned/operated equipment is the property of the Employer and may be
6 subject to public disclosure.

7
8 **X.5 Bulletin Boards**

9 The Employer will maintain bulletin board(s) or space on existing bulletin boards
10 currently provided to the Union for union communication. In bargaining units
11 where no bulletin board or space on existing bulletin boards has been provided,
12 the Employer will supply the Union with a board or space. Material posted on the
13 bulletin board will be appropriate to the workplace, politically non-partisan, in
14 compliance with state ethic laws, and identified as union literature. Union
15 communications may not be posted in any other location in the agency.

16
17 **X.6 Time Off for Union Activities**

18 A. Union-designated employees may be allowed time off without pay to attend
19 union-sponsored meetings, training sessions, conferences, and conventions.
20 The employee's time off will not interfere with the operating needs of the
21 agency as determined by management. If the absence is approved, the
22 employees may use accumulated compensatory time or vacation leave instead
23 of leave without pay. However, employees must use compensatory time prior
24 to their use of vacation leave, unless the use would result in the loss of their
25 vacation leave.

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B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

<hr/>	<hr/>
Tina Peterson	Vince Oliveri
Chief Spokesperson	Chief Spokesperson
Date	Date

ARTICLE _____

UNION RECOGNITION

X.1 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO" but does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

X.2 The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and X.3, or those bargaining units as they may be subsequently modified by the Public Employment Relations Commission (PERC).

X.3 If PERC certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.

X.4 If there is a title change to a classification covered by this Agreement, the Union will continue to be recognized as the exclusive bargaining representative.

X.5 Bargaining Unit Lists

A. By August 1st of each calendar year, the Employer will provide the Union a list of all employees in the bargaining units. The written list will contain the agency code, employee's name, employee's address, job classification, work location and bargaining unit code.

B. Quarterly, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or promoted out of the bargaining units. The written list will contain the agency code, employee's name, employee's address, job classification, work location, bargaining unit code and effective date of the action.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

VACATION LEAVE

X.1 Vacation Leave Credits

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation accrued monthly, according to the rate schedule and vacation leave accrual below.

X.2 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar days or more during the month.
- C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.3 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and after	One hundred seventy-six (176)

X.4 Vacation Scheduling for 24/7 Operations

A. By December 31st of each year, employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the next year through the end of the following February.

A "segment" is five (5) or more contiguous days of vacation leave. When all employees have selected their first vacation segment, employees may then pick a second vacation segment.

The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

1 B. In the event that two (2) or more employees request the same vacation period and the
2 supervisor must limit the number of people who may take vacation leave at one time
3 due to business needs and work requirements, preference will be first by vacation
4 segment (first or second), then by classification (i.e. CO2, then CO1/CO), then by
5 unbroken seniority in the classification (i.e. CO2, then CO1/CO), then unbroken
6 seniority in the bargaining unit. In the event two (2) or more employees have the
7 same seniority date ties will be broken by lot for each segment. Employees who
8 complete trial service for six (6) months or less in state service outside of the
9 bargaining unit, including six (6) months or less in an exempt position, will be
10 accorded unbroken seniority in the classification and bargaining unit upon return to
11 their previous classification, less the time spent in trial service or in an exempt
12 position.

13
14 C. In addition to vacation leave approved in Subsection B above, employees may request
15 vacation leave at any time on a first come, first served basis. Approval of
16 supplemental requests will take into consideration the annual vacation leave schedule,
17 which will take precedence, as well as operational needs.

18
19 **X.5 Vacation Scheduling for DOL-LSRs**

20 A. Within the first 30 days of each calendar year, LSRs will be given the opportunity to
21 submit tentative requests for vacation leave throughout that year; these requests will be
22 considered simultaneously. Leave will be granted based on business needs and work
23 requirements, with consideration made to grant requests for the same time off when
24 possible. If more than one employee submits a leave request for the same time period,
25 and all requests cannot be granted, the leave time will be granted by rotation based on
26 seniority. Seniority for this section is defined as the last unbroken time worked in that
27 Licensing Services Office.

28
29 B. LSRs who transfer to another Licensing Services Office during the year will not
30 maintain any pre-approved leave status. Should there be a conflict with the existing

1 tentative vacation leave schedule in the new office, the LSR transferring in will be placed
2 at the bottom of the tentative leave list.

3
4 C. Leave slips must be submitted electronically at least two (2) weeks prior to the
5 requested leave.

6
7 D. Outside of the tentative leave process, LSRs may request vacation leave at any time
8 on a first come, first serve basis. Approval of these requests shall take into consideration
9 the tentative vacation leave schedule, which shall take precedence.

10
11 **X.6 Vacation Scheduling for All Employees**

12 A. Vacation leave will be charged in 1/10th of an hour increments. At the employee's
13 discretion, vacation leave may be used by the employee in all circumstances where
14 another form of leave may be granted, excluding compensatory time in accordance
15 with Article X Overtime, Sub-Section 4.C.

16
17 B. When considering requests for vacation leave the Employer will take into account the
18 desires of the employee but may require that leave be taken at a time convenient to
19 the employing office or department.

20
21 C. Vacation leave will be approved or denied within ten (10) calendar days of the
22 request. If the leave is denied a reason will be provided in writing. Vacation leave
23 may be approved on short notice.

24
25 D. Vacation leave will be approved for parental leave in accordance with Article X
26 Family and Medical Leave.

27
28 E. Employees will not request or be authorized to take scheduled vacation leave if they
29 will not have sufficient paid leave (vacation leave, personal holiday, compensatory
30 time or exchange time) to cover such absence.

X.7 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, Chapter 296-13 WAC.

X.8 Vacation Cancellation

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out of pocket, vacation expense, the employee may be reimbursed by the Employer. Proof of payment may be required. Vacations approved prior to notification of reassignment will be honored for employees who are reassigned in accordance with Article X, Compensation, Sub-Section 10.

X.9 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency will file an exception to the maximum with the Department of Personnel. When the agency files an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

X.10 Separation

TA

September 11, 2004 11:30 am

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Any employee, who resigns with adequate notice, retires, is laid-off or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE ____

WSP COMMUNICATION OFFICER TEMPORARY REASSIGNMENT

X1. The WSP has the authority and responsibility to staff communications centers. If the need arises, qualified CO 1s and 2s will be temporarily reassigned to staff any Communications Center to meet minimum emergency staffing levels. It is further recognized and understood that there may be future emergency staffing needs (in response to wildfires, storms, or other natural disasters; or agency commitments (Governor's Conference, etc.) that may require temporary reassignment.

X2. When a staffing need arises, the WSP will seek volunteers on a statewide basis and attempt to determine other means to accomplish the staffing requirements. Volunteering for any scheduled staffing requirement of any duration (minimum of one or more days) will exempt that employee from temporary reassignment until all other COs, within their permanent work center, have either volunteered or have been reassigned at least once. If the number of volunteers is not sufficient to meet the temporary staffing need, the WSP will resort to temporary reassignment.

If a temporary reassignment is necessary:

A. The employee will be given at least seven (7) calendar days advance notice of the reassignment;

B. Seniority will dictate the order of selection for reassignments, starting with the most senior employee who may accept or decline and progressing to the least senior employee until the position(s) is/are filled. Employees shall not be reassigned a second time until all employees within their permanently assigned center, regardless of seniority, have rotated through the selection process.

TA

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1 C. The reassignment will be limited to five (5) or less consecutive days in a
2 workweek, unless the employee volunteers to work additional days.

3

4 D. No center whose entire staff has been voluntarily transferred or involuntarily
5 reassigned will be subject to another reassignment until all other
6 communications centers have rotated staff for voluntary and/or involuntary
7 reassignment. (This section does not apply to centers who are short-staffed).

8

9 E. Employees on probation will be exempt from a temporary reassignment.

10

11 F. Permanent employees with current, documented work performance problems
12 may be exempt from temporary reassignment.

13

14 G. Communications managers will not reassign someone to a separate center if
15 such transfer would interfere with the employee's first choice scheduled leave.

16

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20

21 Tina Peterson _____ Date
22 Chief Spokesperson

23

Vince Oliveri _____ Date
Chief Spokesperson

24

ARTICLE _____

TRANSITION PLAN FOR WSP CVEO/CVO 1S AND 2S

X.1 **Applicability**

This Article applies only to the Washington State Patrol (WSP) Commercial Vehicle Enforcement Officer/Commercial Vehicle Officer (CVEO/CVO) 1 and 2 bargaining unit.

X2. This Article updates previous agreements on a "Transition Plan" for CVEO/CVO 1s and 2s, the goal of which is the eventual elimination of all CVEO positions, the CVEO classification, and certain designated CVO positions, all to be replaced with troopers. As the result of the settlement of a Labor and Industries complaint, in 1996, a transition plan was negotiated between IFPTE, Local 17, attached for background purposes in Appendix X. In 1999, the Transition Plan was updated, attached for background purposes in Appendix X. To the extent that this Article is silent on an issue, the intent of the 1999 and 1996 plans control.

A. Position and Classification Protection

The CVEO/CVO 1s and 2s and their classifications will be protected including work assignments, job location, and equipment. The classification protection will last as long as CVEO/CVO 1s and 2s remain with the Agency. The job protection will last as long as the CVEO/CVO 1 or 2 remains in his/her position or another eligible CVEO/CVO wants to transfer or promote into the existing vacated position.

B. Transfers and Promotions

If no CVEO/CVO 1 or 2 either wants to, or is eligible to, transfer or promote into an existing vacated position, then the position will be offered to eligible CVEO/CVOs. If no CVEO/CVOs want to or are eligible to transfer or promote into an existing vacated CVEO/CVO 1 or 2 position, it will be offered to either a trooper or sergeant, based upon existing agreements.

1. CVE Career Paths

Any transfer opportunities in the CVEO/CVO 1 or 2 classifications will be offered first to CVEO/CVOs. In the event that there are no CVEO/CVO candidates available to fill existing positions, the position will be filled with either a trooper or sergeant, based on existing agreements.

CVEO 1s will retain promotional rights to CVEO 2 positions and CVEO 2s will retain promotional rights to CVEO 3 positions that are filled by WSP.

CVEO 1s will retain first right of transfer to other CVEO 1 positions.

CVEO 2s will retain first right of transfer to other CVEO2 positions.

C. Training for CVOs

CVOs will receive training on defensive tactics, ASP, and OC-10. A protective vest will be issued to the CVOs. They will not be armed.

Tina Peterson
Chief Spokesperson

Date

Vince Oliveri
Chief Spokesperson

Date

ARTICLE _____

RESIDENCY REQUIREMENT - WSP

X.1 Applicability

This Article applies only to WSP Bargaining Units.

X2. Employees subject to emergency call out but no assigned state vehicle.

A. Employees who because of the nature of their duties may be subject to emergency call-out, will be allowed to live seventy-five (75) miles from their duty station;

B. The Internet program Expedia.com (shortest route) will be the official measurement of the distance from their duty station to the employee's residence. If Expedia.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the 75-mileage limitation;

C. The mileage determination on Expedia.com will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all season maintained streets recognized by Expedia.com. In the case of a new street, the employee will have to get a determination from his/her supervisor whether the street meets the definition of an all season maintained street, road, highway, etc.; and

D. This section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however if an individual moves from their previously approved residence their new residence location must comply with this article.

1 **X3. Employees with assigned take home vehicles.**

2 A. Employees with assigned take home vehicles shall live within 45 miles of
3 their assigned district, division, or duty station;

4
5 B. The Internet program Expedia.com (fastest route) will be the official
6 measurement of the distance from the division, district or assigned duty
7 station, to the employee's residence. If Expedia.com does not recognize a
8 street name or address, the employee will be responsible for finding the
9 nearest address that Expedia.com does recognize and then driving the
10 remaining distance with their supervisor to determine whether the residence is
11 within the mileage limitations;

12
13 C. The mileage determination on Expedia.com will not contain water (ferry)
14 miles, airline, straight line or any other method of mileage measurement other
15 than all season, paved, maintained streets recognized by Expedia.com that are
16 generally open, passable, and available to be used by bargaining unit members
17 to travel to and from his/her division, district or assigned duty station at the
18 beginning and end of each shift twelve (12) months each year. In the case of a
19 new street, the employee will have to get a determination from his/her
20 supervisor as to whether the street meets the definition of an all season,
21 maintained, paved street, road, highway, etc.; and

22
23 D. Any employee who decides to take advantage of the terms of this Article will
24 be required to send an Interoffice Communication (IOC) through the chain-of-
25 command, which must be approved by the Bureau Director before moving.
26

1 E. The IOC will provide notice of their intent to move to a residence under the
2 terms of this Article, accompanied by a copy of the Expedia.com map
3 showing that their new residence complies with the terms of this Article.
4
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Tina Peterson	Date	Vince Oliveri	Date
Chief Spokesperson		Chief Spokesperson	

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